

## OPERATOR SERVICES

## TABLE OF CONTENTS

1. INTRODUCTION.....	138
2. SERVICES.....	138
3. SERVICES.....	139
4. CALL BRANDING .....	141
5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION .....	141
6. INTENTIONALLY OMITTED .....	142
7. HANDLING OF EMERGENCY CALLS TO OPERATOR .....	142
8. RESPONSIBILITIES OF THE PARTIES .....	142
9. METHODS AND PRACTICES .....	143
10. PRICING .....	143
11. MONTHLY BILLING .....	143
12. INDEMNIFICATION .....	143
13. TERMINATION OF SERVICE.....	143

## **1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by SBC MISSOURI to MCIm. The terms and conditions for Operator Services being provided for MCIm's resale end user customers are set forth in Appendix Resale.

## **2. SERVICES**

### **2.1 General**

- 2.1.1 SBC MISSOURI shall ensure that MCIm end user customers have the capability to dial the same telephone numbers to access SBC MISSOURI Operator Service that SBC MISSOURI end user customers dial to access SBC MISSOURI Operator Service.
- 2.1.2 SBC MISSOURI shall provide Operator Services in accordance with the terms and conditions herein, unless SBC MISSOURI provides MCIm with customized routing as defined in Appendix UNE

### **2.2 Operator Services**

- 2.2.1 If Customized Routing is not provided and MCIm requests unbundled Operator Services, SBC MISSOURI shall provide nondiscriminatory access to all of its Operator Services, including, but not limited to, the following Operator Service capabilities:
- 2.2.1.1 SBC MISSOURI shall complete 0+ and 0- dialed local calls.
- 2.2.1.2 SBC MISSOURI shall complete 0+ intraLATA toll calls.
- 2.2.1.3 SBC MISSOURI shall complete calls that are billed to a calling card and MCIm shall designate the acceptable types of special billing.
- 2.2.1.4 SBC MISSOURI shall complete person-to-person calls.
- 2.2.1.5 SBC MISSOURI shall complete collect calls.
- 2.2.1.6 SBC MISSOURI shall provide the capability for callers to bill to a third party and shall complete such calls.
- 2.2.1.7 SBC MISSOURI shall complete station-to-station calls.
- 2.2.1.8 SBC MISSOURI shall process BLV/BLVI requests.
- 2.2.1.9 SBC MISSOURI shall refer emergency call trace requests to the appropriate call center or agency.
- 2.2.1.10 SBC MISSOURI shall process 0-dialed operator-assisted Directory Assistance calls.
- 2.2.1.11 SBC MISSOURI shall route 0-local traffic directly to a "live" operator team.

- 2.2.1.12 SBC MISSOURI shall provide caller assistance services to MCI's disabled end user customers in the same manner that SBC MISSOURI provides caller assistance services to its disabled end user customer.
- 2.2.1.13 SBC MISSOURI shall also provide general assistance such as information about rates, area codes, references to conference call services, and answering other miscellaneous inquiries, to the same extent provided to SBC MISSOURI end user customers.
- 2.2.1.14 When requested by MCI's end user customer, SBC MISSOURI shall provide corrected billing information to MCI on Operator Services calls (e.g., without limitation, misdialed or misdirected calls) in the same manner as provided to SBC MISSOURI customers.
- 2.2.1.15 All Operator Services shall, at a minimum, comply with industry standards.
- 2.2.2 SBC MISSOURI shall direct customer inquiries to the customer service center designated by MCI.
- 2.3 Where technically feasible, SBC MISSOURI will provide the following OS:
  - 2.3.1 Fully Automated Call Processing

Allows the caller to complete a call utilizing equipment without the assistance of an SBC MISSOURI operator, hereafter called "Operator."

    - 2.3.1.1 SBC MISSOURI - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
    - 2.3.1.2 Intentionally Omitted.
  - 2.3.2 Operator-Assisted Call Processing
    - 2.3.2.1 Allows the caller to complete a call by receiving assistance from an Operator.
- 2.4 Operator Assisted Calls to Directory Assistance ("OADA")
  - 2.4.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. SBC MISSOURI will offer OADA to calling parties on a nondiscriminatory basis.

### **3. SERVICES**

- 3.1 Fully Automated Call Processing - Where technically feasible, SBC MISSOURI can support the following fully automated call types as outlined below:
  - 3.1.1 Fully Automated Calling Card Service

- 3.1.1.1 This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.
- 3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System
  - 3.1.2.1 The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.
- 3.2 Operator-Assisted Call Processing - Where technically feasible, SBC MISSOURI will support the following Operator-assisted call types for MCI:
  - 3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which SBC MISSOURI can perform billing validation.
  - 3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
  - 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the Party previously specified.
  - 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
  - 3.2.5 Busy Line Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
  - 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the Parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge applies even if no conversation is in progress at the time of the interrupt attempt, or when the Parties interrupted refuse to terminate the conversation in progress.
  - 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.
  - 3.2.8 General Assistance is used to describe those general types of assistance the operator bureaus of each Party typically provide to each other. General Assistance includes, but is not limited to, circumstances in which an operator seeks assistance in dialing a number

(e.g., for attempting to dial a number where a 'no ring' condition has been encountered) and emergency assistance.

#### **4. CALL BRANDING**

- 4.1 Call Branding is the process by which an Operator, either live or recorded, will identify the OS provider as being MCIm, audibly and distinctly to the MCIm end user at the beginning of each OS call. In all cases, SBC MISSOURI will brand the OS call as directed by MCIm. MCIm will provide written specifications of its name or announcement to be used by SBC MISSOURI to create the recorded branding announcement for its OS calls as outlined in the Operator Services Questionnaire.
- 4.2 Where not technically feasible or where MCIm does not request branding, SBC will have the recorded announcement for such calls play silence instead of a recorded brand. Where technically feasible and/or available, SBC MISSOURI will brand OS based upon the criteria outlined.
  - 4.2.1 Where SBC MISSOURI is only providing OS on behalf of MCIm, the calls will be branded. When the same trunk group is used to provide OS and DA services to MCIm, calls will be branded at MCIm's request with the same brand. There may be separate brands where separate trunk groups are utilized.
  - 4.2.2 Branding Load Charges
    - 4.2.2.1 Non-recurring load charges apply per brand, per Operator Assistance Switch (and per OCN, if multiple OCNs are used) for the establishment of MCIm specific branding. In addition, a per call "branding" (i.e. recorded announcement) charge applies for every OS call handled by the automated recording in the SBC MISSOURI OS platform.
  - 4.2.3 Branding charges are included in Appendix Pricing.

#### **5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION**

- 5.1 If MCIm elects to use OS services where technically feasible and/or available, SBC MISSOURI will provide MCIm OS Rate/Reference Information, based upon the criteria outlined below:
  - 5.1.1 MCIm will furnish OS Rate and Reference Information in accordance with process outlined in Operator Services Questionnaire (OSQ) posted on SBC's CLEC online website thirty (30) calendar days in advance of the date when the OS Services are to be undertaken.
  - 5.1.2 MCIm will inform SBC MISSOURI in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide SBC MISSOURI updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
  - 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of MCIm's OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either MCIm's OS Services Rate or Reference Information subject to the requirements herein.

- 5.2 When an SBC MISSOURI Operator receives a rate request from an MCIm end user customer, SBC MISSOURI will quote the applicable OS rates as provided by MCIm.

## **6. INTENTIONALLY OMITTED**

- 6.1 Intentionally Omitted

## **7. HANDLING OF EMERGENCY CALLS TO OPERATOR**

- 7.1 To the extent MCIm's NXX encompasses multiple emergency agencies, SBC MISSOURI agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. MCIm must provide SBC MISSOURI with the correct information to enable the transfer as required by the OSQ. MCIm will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, SBC MISSOURI will attempt to reach the appropriate operator if the network facilities for Inward Assistance exist.

## **8. RESPONSIBILITIES OF THE PARTIES**

- 8.1 MCIm will provide SBC MISSOURI at least thirty (30) days notice prior to any significant change in service levels for Operator Services under this Appendix.
- 8.2 MCIm will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC MISSOURI Operator assistance switch. Should MCIm seek to obtain Interexchange OS from SBC MISSOURI, MCIm is responsible for ordering the necessary facilities under the appropriate Interstate or Intrastate Access Service Tariffs. Nothing in this Agreement in any way changes the manner in which an Interexchange Carrier obtains access service for the purpose of originating or terminating Interexchange traffic.
- 8.2.1 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 8.3 MCIm understands and acknowledges that before live traffic can be passed, MCIm is responsible for obtaining and providing to SBC MISSOURI, default emergency agency numbers.
- 8.4 SBC MISSOURI shall make available service enhancements on a nondiscriminatory basis as soon as such enhancements are available to SBC MISSOURI, its affiliate and all other CLECs. SBC MISSOURI shall communicate official information to MCIm via its accessible letter notification process. This process covers a variety of subjects, including updates on products/services promotions, deployment of new products/services, modification and price changes to existing products/services, cancellation or retirement of existing products/services and operational issues.
- 8.5 SBC MISSOURI shall provide MCIm with Operator Services equal in quality to those which provides to other CLECs and itself. Service quality must comply with all federal, state and local requirements, and must be at Parity.
- 8.6 MCIm will furnish to SBC MISSOURI a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken. MCIm will provide SBC MISSOURI updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective. SBC MISSOURI shall adequately staff its operator work force.

**9. METHODS AND PRACTICES**

- 9.1 SBC MISSOURI will provide OS to MCI's end user customers in accordance with SBC MISSOURI OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

**10. PRICING**

- 10.1 The prices at which SBC MISSOURI agrees to provide MCI with OS are contained in the applicable Appendix Pricing.

**11. MONTHLY BILLING**

- 11.1 SBC MISSOURI will accumulate and provide MCI such data as necessary for MCI to bill its end user customers.

**12. INDEMNIFICATION**

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern the Parties' performance under this Appendix including arising from the disclosure of telephone numbers, addresses, or names associated with the telephone called or telephone used to call SBC MISSOURI's Operator Services.

**13. TERMINATION OF SERVICE**

- 13.1 MCI may terminate use of SBC MISSOURI's Operator Services any time after MCI has used such Operator Services for the twelve (12) month minimum period upon ninety (90) days advance written notice to SBC MISSOURI, inclusive of the notice period.